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January 8, 2018

VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

**RE: Credit Rate Agreement between South Carolina Electric & Gas
Company and Clean Energy Collective, LLC.
Docket No. 2016-290-E**

Dear Ms. Boyd:

By Order No. 2016-707, dated October 18, 2016, the Public Service Commission of South Carolina ("Commission") approved the Credit Rate Agreement ("CRA") between South Carolina Electric & Gas Company ("SCE&G" or "Company") and Clean Energy Collective, LLC ("CEC"), under which CEC is authorized to develop and build community solar renewable generating facilities to be used for the purposes of SCE&G's Community Solar Distributed Energy Resource Program. By Order No. 2017-151, dated March 8, 2017, the Commission approved the First Amendment to the CRA, which provides for, among other things, a subscription model and a low-income community solar offering.

On January 8, 2018, SCE&G and CEC entered into a Second Amendment to the CRA ("Second Amendment"), which modifies the milestones in the definition of "Unsubscribed Power Rate" by splitting the existing milestone (6)—that the facility have a commercial operation date on or before June 30, 2018, in order to qualify for the unsubscribed power rate—into two milestones (6) and (7). The revised milestones provide that, for the first 14,000 kW AC, the facility must have a commercial operation date on or before June 30, 2018, to qualify for the unsubscribed power rate, and that, for the final 2,000 kW AC, the facility must have a commercial operation date on or before February 28, 2019, in order to qualify for the unsubscribed power rate. The Second Amendment is consistent with the Commission's approval of the Community Solar DER Program in Order No. 2015-512. Accordingly, the terms of the Second Amendment are consistent with the public interest. Based on the

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foregoing, SCE&G respectfully requests that the Commission approve the Second Amendment and issue an order to that effect.

By copy of this letter, we are providing the South Carolina Office of Regulatory Staff ("ORS") with a copy of the Second Amendment for its records.

Thank you for your assistance and consideration of this matter. **If you have any questions, please do not hesitate to contact us at your convenience.**

Very truly yours,


Matthew W. Gissendanner

MWG/kms
Enclosure

cc: Dawn Hipp
Jeffrey M. Nelson, Esquire
(both via electronic filing w/enclosure)

SECOND AMENDMENT TO RENEWABLE GENERATOR CREDIT RATE AGREEMENT

This SECOND AMENDMENT TO RENEWABLE GENERATOR CREDIT RATE AGREEMENT (the "Second Amendment") is hereby made and entered into this 8th day of January 2018, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY a South Carolina corporation ("SCE&G") and CLEAN ENERGY COLLECTIVE, LLC, a Colorado limited liability company (the "Seller"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement (as such term is defined below).

WITNESSETH

WHEREAS, SCE&G and Seller have entered into that certain Renewable Generator Credit Rate Agreement dated as of July 26, 2016, as amended by that certain First Amendment to Renewable Generator Credit Rate Agreement, dated as of February 22, 2017 (as so amended and may be further amended from time to time, the "Agreement"); and

WHEREAS, SCE&G and Seller desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and of other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, SCE&G and Seller, intending legally to be bound, hereby agree as follows:

1. PSC Approval. This Second Amendment shall become effective upon approval of this Second Amendment by the PSC.
2. Amendments to Agreement.

- a. The definitions of each of the following terms will be deleted and replaced with the definitions set forth below:

"Unsubscribed Power Rate" shall be \$0.05375/kWh for all Facilities (up to an aggregate of 16,000 kW AC) that have achieved all of the following milestones:

- (1) Facility Developer has entered into an approved interconnection agreement on or before August 31, 2017;
- (2) Facility Developer has obtained all non-ministerial Permits on or before September 30, 2017;
- (3) Facility Developer has obtained all ministerial Permits on or before March 1, 2018;
- (4) Facility Developer has entered into an EPC contract with a contractor and issued notice to proceed regarding all design and engineering work under that contract on or before December 31, 2017;
- (5) Facility Developer has issued Full notice to Proceed under the EPC Contract on or before March 15, 2018;
- (6) For the first 14,000 kW AC, Facility has a Commercial Operation Date on or before June 30, 2018; and

(7) For the remaining 2,000 kW AC, Facility has a Commercial Operation Date on or before February 28, 2019.

For any other Facilities, the rate per kilowatt-hour set forth in the applicable Exhibit to Appendix C with respect to a Facility.

3. **Ratification.** Except as herein and hereby modified and amended, the Agreement shall remain in full force and effect and all of the other terms, provisions, covenants and conditions thereof are ratified and confirmed.
4. **Entire Agreement.** This Second Amendment, the First Amendment and the Agreement constitutes the entire agreement of the parties. This Second Amendment shall not be modified except in writing subscribed by the parties hereto. As of the date of execution of this Second Amendment, neither Soller nor SCE&G is currently in default under the Agreement, nor has any event occurred which, with the passage of time or the giving of notice or both, would constitute default by either Soller or SCE&G.
5. **Modifications.** This Second Amendment may not be modified orally but only by a writing signed by the parties hereto and dated subsequent to the date hereof.
6. **Invalidity.** The invalidity of one or more of the provisions of this Second Amendment shall not affect the remaining portions of this Second Amendment; and, if any one or more of the provisions hereof should be declared invalid by a final order, decree, or judgment of a court of competent jurisdiction, this Second Amendment shall be construed as if such invalid provision had not been included in this Second Amendment.
7. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.
8. **Binding Effect.** This Second Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

Seller:

Clean Energy Collective, LLC

By: [Signature]
Name: Paul Spencer
Title: CEO

SCE&G:

South Carolina Electric & Gas Company

By: [Signature]
Name: Daniel F. Kopp
Title: VP-Customer Relations & Regulatory

